

**Amendments to the Drawings:**

The attached sheet of drawings includes changes to Fig. 13. This sheet replaces the Amended sheet including Fig. 13. In Fig. 13, The element "contractual interface" 13 has been deleted to remove the element that the

5 Examiner considers New Mater.

**Attachment:**

Annotated Sheet Showing Changes

Replacement Sheet

## REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5           Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 1, 10, 23, 35, 36, 40, 42, and 57 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended to remove the element  
10   “contractual interface” that the Examiner considers “New Matter”. Claims 1, 10, 23, 35, 36, 40, 42, and 57 are amended to delete the element “contractual interface”.

          Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 57 and 77 as being incomplete for omitting essential structural  
15   cooperative relationships of elements, such omission amounting to a gap between the necessary structural connections is requested in light of the following arguments. Claims 57 and 77 have been amended to provide:

          an electronic network that allows electronic communication  
          between said camera provider and said consumer ...; (Claim  
20           57, Lines 6-7)

providing an electronic network through which a camera provider  
and a consumer electronically ... (Claim 77, Lines 5-7).

Reconsideration of the rejection under 35 USC §112, second paragraph,  
of Claims 69 as being indefinite for failing to particularly point out and distinctly  
5 claim the subject matter which the applicant regards as the invention is  
requested in light of the following arguments. Fig. 13 has been amended and the  
specification amended (paragraph 0054) to define;

an advertising provider in communication via said electronic  
network with the consumer database and image processor to  
10 associate advertising information with said image reproductions  
based on said personal information in return for credit toward  
said commitment for image reproductions. (Claim 69, Lines 2-7)

Figure 6 defines the process performed by the advertising provider. No new  
matter is added.

15 Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 7-11,  
20-28, 30-39, 42-44, 46-47, 50-52, 55-57, 63-65, 67, 71-73, 76-77, 82-88, and  
91-93 as being unpatentable over U. S. Patent 5,963,752 (Zander) in view of U.  
S. Patent 6,167,251 (Segal et al.) and further in view of U. S. Patent 5,974,401  
(Enomoto et al.), is requested in light of the following arguments.

20 Claims 10, 27-28, 38-39, 43-44, 50-52 are cancelled and their rejection is  
moot.

Zander provides a camera to be purchased or rented by a user. The camera is loaded with a filmstrip having certain characteristics including the film type and number of exposures. Further, Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. Segal et al. provides a contract with a long term commitment to a cellular carrier. A cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes. Enomoto et al. provides for image transfers over a network, from a camera to an image processor for print reproduction and for transfer of a certain level of camera usage information

With regards to Claims 1, 7-9, 11, 20-26, 30-37, 42, 46-47, 57, 63-65, 67, 71-73, 76-77, 82-88, and 91-93, neither Zander, Segal et al., Enomoto et al., nor the combination of Zander in view of Segal et al. and further in view of Enomoto et al., provides:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said  
electronic network for restricting access by said consumer to  
5 images acquired by the camera and retained within said camera  
to prevent the consumer from obtaining reproductions of the  
images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said  
10 consumer to said camera provider; (Claim 46 Lines 3-4)and  
retaining said personal information within a consumer database;  
(Claim 46 Line 5)

an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
15 consumer commits to purchase of at least the first amount of  
image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent  
reproduction of at least a first image acquired from the camera  
by a source not associated with the camera provider, wherein  
the image securing device encrypts said first image within said  
camera upon receipt of an encryption key from said camera  
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider  
retaining personal information transferred from said consumer to  
said camera provider. (Claim 67 Lines 3-5)

a medium for retaining a computer code which, when executed on  
a computing system performs a program process ... comprising  
the steps of:

providing an electronic network through which a camera  
provider and a consumer electronically communicates to  
generate a contract where said consumer acquires at least  
one camera in exchange for said commitment; (Claim 77  
Lines 5-9)

connecting said camera to electronically communicate via said  
electronic network with an image processor; (Claim 77 Lines  
21-22)

transferring images acquired by said camera to an image  
processor; (Claim 77 Line 23);

printing reproductions of at least one of images having restricted  
access; (Claim 77 Line 27)

connecting said camera to communicate via said network for  
restricting access to images acquired from the camera to  
prevent the consumer from obtaining reproductions of images  
made from a source not associated with the camera provider;  
(Claim 82 Lines 3-6)

transferring personal information via said electronic network from  
said consumer to said camera provider; (Claim 87 Lines 3-4)

and

retaining said personal information within a consumer database.  
(Claim 87 Lines 5)

There is no teaching in Zander, or in the combination of Zander in view of  
Segal et al. and further in view of Enomoto et al., to generate a contract between  
a camera provider and a consumer through electronic communication through an

electronic network with the terms that predicate providing of the camera based on the amount of film or images purchased. Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., just describes the creation of a kiosk where a camera can be purchased preloaded with film or  
5 a camera may be placed in the mechanism for removal and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some "teaching, suggestion, or incentive to support combination" of prior art references is needed in order to support a §103 rejection. There is no  
15 teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to  
20 combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.



The contract of Segal et al. provides for a long term commitment to a cellular carrier. The cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of  
5 prepaid minutes.

The encryption as described in Segal et al. is within a unique identifier included in the communication unit. The use of unique identifiers provides unique encryption, as well as secure transmission for each communication unit that is transmitted from the keyless portable cellular phone to the system server.  
10 Further, the prepaid airtime communication units have a unique identifier that is encrypted and transmitted to the server. It is decrypted and used for allowing the keyless cellular telephone access to the communication system through the server. There is no teaching to restricting access of a camera to prevent a consumer from obtaining reproductions of images from a source not associated  
15 with the camera provider.

There is no teaching in the combination of Zander in view of Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a  
20 kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term

commitment to a cellular service provider in return for a free or discounted cellular telephone and encryption of pre-paid airtime communication units with unique identifiers. Neither the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the  
5 images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 1, 7-9, 11, 20-26, 30-37, 42, 46-47, 50, 57, 63-65, 67, 71-73, 76-77, 82-88, and 91-93 is believed to be novel and patentable over the combination of Zander in view Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et  
10 al., because there is an insufficient basis as described above to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant  
15 therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58, and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further  
20 in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included  
5 in an image header. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a  
10 contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

15 printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said electronic network for restricting access by said consumer to images acquired by the camera and retained within said camera  
20 to prevent the consumer from obtaining reproductions of the

images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said  
consumer to said camera provider; (Claim 46 Lines 3-4)and

5 retaining said personal information within a consumer database;  
(Claim 46 Line 5)

an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
10 image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
15 electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent  
reproduction of at least a first image acquired from the camera  
by a source not associated with the camera provider, wherein  
20 the image securing devise encrypts said first image within said

camera upon receipt of an encryption key from said camera  
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider  
retaining personal information transferred from said consumer to  
said camera provider. (Claim 67 Lines 3-5)

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
cameras to consumers in exchange for a commitment (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
the method of Claim 1).

Steinberg does not provide for encryption within the camera to prevent  
“reproduction of at least a first image acquired from the camera by a source not  
associated with the camera provider.” The system of Steinberg details the  
encryption within a separate computer system or external storage device.

Without encryption within the camera, the user would be able to access the  
images for reproduction and defeat the terms of the contractual relationship.

As described above, Segal et al. does not discuss the providing of a  
camera and is entirely restricted to cellular phones and there is no teaching,  
suggestion, or incentive to support the combination of the Zander and Segal et  
al. For example, the classifications of the field of search of Zander and Segal et  
al. are non related (Zander being 396 – Photography and Segal et al. being 455

– Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the  
5 terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that provides the purchasing of the camera based on the amount of film or images  
10 purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither,  
15 the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Steinberg details the encryption  
20 within a separate computer system or external storage device.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of

Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to  
5 one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

10 Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 5,929,218 B1 (Smith) is requested in light of the following arguments. Please refer above for the arguments with regards to the  
15 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Smith does describe a low resolution image acquired for display on a view finder display. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Smith for:

providing an electronic network through which a camera provider  
20 electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said  
electronic network to an image processor and transferring  
images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

method ... further comprising the step of connecting said camera to  
electronically communicate via said electronic network for  
granting access to low resolution versions of images taken with  
10 the camera to be transferred from the camera; (Claim 3, Lines  
1-3)

connecting said camera to electronically communicate via said  
electronic network for restricting access by said consumer to  
images acquired by the camera and retained within said camera  
15 to prevent the consumer from obtaining reproductions of the  
images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said  
consumer to said camera provider; (Claim 46 Lines 3-4)and  
20 retaining said personal information within a consumer database;  
(Claim 46 Line 5)



an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

the camera distribution system wherein said camera is connected  
to communicate via said electronic network to grant permission  
for low resolution versions of images taken with the camera to  
be transferred from the camera; (Claim 59, lines 1-4)

15 and

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
cameras to consumers in exchange for a commitment (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
the method of Claim 1).

Smith does not provide "granting access to low resolution versions of images taken with the camera to be transferred from the camera." The system of Smith details the structure of a digital camera with a low resolution viewfinder optical path to capture an image for display upon the viewfinder.

5           As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455  
10   – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or  
15   images purchased.

          There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be  
20   purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique

identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any  
5 restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith, because there is an insufficient  
10 basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these  
15 various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60–61, and 80–81 as being unpatentable over the combination of Zander, Segal  
20 et al., and Enomoto et al. as applied to Claims 1, 57, and 77, and further in view of U. S. Patent 6,029,141 (Bezos et al.) is requested in light of the following

arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Bezos et al. is a referral system where a second customer is referred for a sale with a commission to the referring person for the sale. The referring  
5 individual or business entity acts as a sales agent for the selling merchant (See abstract). Bezos et al. does not refer to cameras and image reproductions. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Bezos et al. for:

10 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor;  
15 (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

connecting someone other than the consumer to communicate via said electronic network; (Claim 4 Line 3)

receiving an order via said electronic network under said contract  
for at least one image print from someone other than the  
consumer; (Claim 4 Lines 4-6) and

crediting under said contract the consumer's commitment fulfillment  
based on the order; (Claim 4 Line 7-8)

connecting someone other than the consumer to said electronic  
network; (Claim 5 Line 3)

receiving an order via said electronic network under said contract  
for an image reproduction from someone other than the  
consumer; (Claim 5 Lines 4-6) and

providing under said contract the consumer with a benefit based on  
the order; (Claim 5 Line 7-8)

an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

the camera distribution system .... wherein the image processor  
receives an order for an image reproduction from someone  
other than the consumer; and said image processor provides  
the consumer a benefit based on the order; (Claim 60 Lines 1-4)

the camera distribution system .... wherein the image processor  
receives an order for an image print from someone other than  
the consumer; and said image processor credits the consumer's  
commitment fulfillment based on the order; (Claim 61 Lines 1-4)

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
cameras to consumers in exchange for a commitment; (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
the method of Claims 1, 4, and 5)

The receiving of the order from someone other than the consumer allows  
that person to act as the consumer in the purchase of the image prints to fulfill  
the commitment for the contract generated under the contractual interface. The  
consumer is not acting as an agent as described in Bezos et al. where the  
referring individual or business entity receives a commission for sales.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al. and Bezos et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396—Photography; Segal et al. being 455—Telecommunications and 379—Telephonic Communications; Bezos et al being 705—Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707—Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”.

The invention as claimed in amended Claims 4, 5, 60–61, and 80–81 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 45, 62, 82, and 86 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Claim 45 is cancelled and therefore the rejection of Claim 45 is moot.

Steinberg does describe transferring images from a camera to a secure storage device. The secure storage device stores digital images from the digital camera and performs security functions, including encryption, creation of an



authentication file, adding data to the image data such as fingerprinting, and  
adding secure annotations such as separate data included in an image header.

The secure storage devices then transfers the images to a computer. There is  
no teaching in the combination of Zander, in view of Segal et al., and in view of

5 Enomoto et al. as applied to claims 1, 58, and 78, and further in view of  
Steinberg for:

providing an electronic network through which a camera provider  
electronically communicates with a consumer to generate a  
contract ...; (Claim 1 Lines 3-5)

10 connecting said camera to electronically communicate via said  
electronic network to an image processor and transferring  
images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having  
15 restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said  
electronic network for restricting access by said consumer to  
images acquired by the camera and retained within said camera  
to prevent the consumer from obtaining reproductions of the  
20 images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

wherein the step of restricting access to said images comprises the  
step of encrypting by the camera of at least a first image  
captured by said camera to prevent the user from having prints  
of at least the first image from a source not associated with a  
provider of said camera. (Claim 19 Lines 1-5)

transferring personal information via electronic network from said  
consumer to said camera provider; (Claim 46 Lines 3-4)and  
retaining said personal information within a consumer database;  
(Claim 46 Line 5)

an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent  
reproduction of at least a first image acquired from the camera

by a source not associated with the camera provider, wherein  
the image securing device encrypts said first image within said  
camera upon receipt of an encryption key from said camera  
provider via said electronic network. (Claim 66, Lines 2-6)

5 a consumer database in communication with the camera provider  
retaining personal information transferred from said consumer to  
said camera provider. (Claim 67 Lines 3-5)

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
10 cameras to consumers in exchange for a commitment (Claim  
77, Lines 1-4) (The steps of the program process being  
equivalent to the method of Claim 1);

and

the medium ... further comprising the step of connecting said  
15 camera to communicate via said network for restricting access  
to images acquired from the camera to prevent the consumer  
from obtaining reproductions of images made from a source not  
associated with the camera provider; (Claim 82 Lines 1-6)

and

the medium ... wherein the step of restricting access to said images  
comprises the step of encrypting at least said first image within  
said camera. (Claim 86 Lines 1-3)

Steinberg does not provide for encryption within the camera to prevent  
5 “reproduction of at least a first image acquired from the camera by a source not  
associated with the camera provider.” The system of Steinberg details the  
encryption within a separate computer system or external storage device.  
Without encryption within the camera, the user would be able to access the  
images for reproduction and defeat the terms of the contractual relationship.

10 As described above, Segal et al. does not discuss the providing of a  
camera and is entirely restricted to cellular phones and there is no teaching,  
suggestion, or incentive to support the combination of the Zander and Segal et  
al. For example, the classifications of the field of search of Zander and Segal et  
al. are non related (Zander being 396 – Photography and Segal et al. being 455  
15 – Telecommunications and 379 – Telephonic Communications) and provide an  
indication that one skilled in the art would not have an incentive to combine these  
references. While a cellular telephone does provide electronic communication  
over an electronic network, there is no teaching to generating a contract with the  
terms that predicate providing of the camera based on the amount of film or  
20 images purchased.

There is no teaching in the combination of Zander in view of Segal et al.,  
further in view of Enomoto et al., and further in view of Steinberg for a device that

provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al.  
5 discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does  
10 not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 6, 45, 62, 82, and 86 is believed to be novel and patentable over Zander in view of Segal et al., further in  
15 view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in  
20 the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 12 and 29 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of U. S. Patent 6,369,908 B1 (Frey et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Frey et al. provides a banner message, text message, or audio message attached to an image from a separate kiosk not from a camera provided to a consumer on a purchased or rental basis. There is no teaching about sending advertising or coupons to a user or incorporating the advertising with the printed images. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of Frey et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

the method ... further comprising the steps of connecting  
connecting said camera to electronically communicate via said  
5 electronic network and transferring said camera usage  
information to a user information database; (Claim 11 Lines 1-4)

the method ... further comprising the step of selecting advertising to  
be presented to the user based at least in part on the camera  
usage information; (Claim 12 Lines 1-3) and

10 the method ... further comprising the step of downloading via said  
electronic network an advertisement into the camera and  
displaying the advertisement on a camera display. (Claim 11  
Lines 1-4)

As stated above, there is no teaching in Zander, or in the combination of  
15 Zander in view of Segal et al., further in view of Enomoto et al., and further in  
view of Frey et al. to establish a contractual interface that functions with the  
terms that predicate the purchase of the camera based on the amount of film or  
images purchased. While Zander does have a security code (Fig. 17b), the  
security code of Zander does not provide encryption to prevent the customer  
20 from accessing the images for printing "from a source not associated with the  
provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44). However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Frey et al. does not detail camera usage

5 information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures  
printed;

time of day or year when camera is most likely to be used and  
10 frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other  
15 products ordered;

track which advertisements/promotions the user investigated or  
generated a "click-through" experience;

track how many different locations to which the user had prints  
shipped;



track the user classification of a photo gallery. (Claim 11, Lines 5-17)

The system of Frey et al. provides for attraction advertising describing services of the photo kiosk (Col 3, Lines 40-43). The kiosk attaches a greeting or text message to the photo. There is no teaching, suggestion or support that advertising is sent to the customer or displayed on the camera that has been purchased or rented under the contract, where the terms of the contract are that the purchase of the camera is based on the amount of film or images purchased.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. for a device that provides the purchasing of the camera based on the amount of film or

images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with  
5 unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Frey et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a  
10 source not associated with the camera provider". Further, Frey et al. details the photo kiosk where pictures are taken and greeting messages are attached to the resulting picture.

The invention as claimed in amended Claims 12 and 29 is believed to be novel and patentable over Zander in view of Segal et al., further in view of  
15 Enomoto et al., and further in view of Frey et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or  
20 line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13–18 as being unpatentable over the combination of Zander, PTN, Enomoto, and Steinberg as applied to claims 10 and 11, and further in view of U. S. Patent 6,360,362 (Fitchner et al.) is requested in light of the following arguments.

5 Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al..

Claim 10 is now cancelled and Claim 11 is now dependent upon claim 1. Claims 14-18 are cancelled so their rejections are moot.

Fitchner et al. provides a method where a “host system detects that the  
10 firmware on the imaging device is incompatible with a configuration of the host system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device.” There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. and further in view of Fitchner et al. for:

15 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said  
electronic network to an image processor and transferring  
20 images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said  
electronic network for restricting access by said consumer to  
5 images acquired by the camera and retained within said camera  
to prevent the consumer from obtaining reproductions of the  
images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

connecting said camera to electronically communicate via said  
10 electronic network and transferring said camera usage  
information to a user information database, (Claim 11 Lines 2-4)

As stated above, there is no teaching in Zander, or in the combination of  
Zander in view of Segal et al., further in view of Enomoto et al., and further in  
view of Fitchner et al. to establish a contractual interface that functions with the  
15 terms that predicate the purchase of the camera based on the amount of film or  
images purchased. While Zander does have a security code (Fig. 17b), the  
security code of Zander does not provide encryption to prevent the customer  
from accessing the images for printing "from a source not associated with the  
provider of said camera".

20 Zander does provide "camera information about the reloaded film as  
selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).

However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Fitchner et al. does not detail camera usage information which includes:

average number of pictures captured before upload of pictures;

5 average number of pictures captured vs. number of pictures printed;

time of day or year when camera is most likely to be used and frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

10 amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other products ordered;

track which advertisements/promotions the user investigated or  
15 generated a "click-through" experience;

track how many different locations to which the user had prints shipped;

track the user classification of a photo gallery. (Claim 11, Lines 5-  
17)

Claim 13 provides for the change in the operational modes of the camera based on the camera usage information of Claim 11. The firmware modifications  
5 of Fitchner et al. are dependent upon the type of host system being used to update the firmware of the camera and further, there is no discussion of extracting the user information for determining the firmware update to applied to the camera.

As described above, Segal et al. does not discuss the providing of a  
10 camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an  
15 indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

20 There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. for a device that provides the purchasing of the camera based on the amount of film or

images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with  
5 unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Fitchner et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a  
10 source not associated with the camera provider". Further, Fitchner et al. provides for updating firmware within a digital camera. Fitchner et al. does not provide for adjusting the camera performance based on camera usage information.

The invention as claimed in amended Claim 13 is believed to be novel and  
15 patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. would have been obvious  
20 to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no

such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 48, 49, 69, 70, 89, and 90 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in  
5 view of U. S. Patent 5,794,210 (Goldhauber et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Goldhauber et al. does describe "Called Attention Brokerage" which  
10 is "the business of brokering the buying and selling of the 'attention' of users" (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of Goldhauber et al. for:

providing an electronic network through which a camera provider  
15 electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said  
electronic network to an image processor and transferring  
images acquired by said camera to said image processor;  
20 (Claim 1 Lines 24-26)



printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said  
electronic network for restricting access by said consumer to  
5 images acquired by the camera and retained within said camera  
to prevent the consumer from obtaining reproductions of the  
images made from a source not associated with the camera  
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said  
10 consumer to said camera provider; (Claim 46 Lines 3-4)and  
retaining said personal information within a consumer database;  
(Claim 46 Line 5)

providing advertising to said consumer through said camera  
transferred over said electronic network when said camera is  
15 connected to communicate via said electronic network based on  
said personal information; (Claim 48 Lines 2-4)

an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
20 image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the

cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
5 an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent  
reproduction of at least a first image acquired from the camera  
by a source not associated with the camera provider, wherein  
the image securing device encrypts said first image within said  
10 camera upon receipt of an encryption key from said camera  
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider  
retaining personal information transferred from said consumer to  
said camera provider. (Claim 67 Lines 3-5)

15 an advertising provider in communication via said electronic  
network with the consumer database and image processor to  
associate advertising information with said image reproductions  
based on said personal information in return for credit toward  
said commitment for image reproductions. (Claim 69 Lines 2-7)

20 a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing

cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1, 48, and 49).

As described above, Segal et al. does not discuss the providing of a  
5 camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., and Goldhauber et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications;  
10 and Goldhauber et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al.,  
15 further in view of Enomoto et al., and further in view of Goldhauber et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b).  
20 Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a

device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Goldhauber et al. details the  
5 selling of advertising to a user for a fee based on demographics and a personal profile of the user.

The invention as claimed in amended Claims 48, 49, 69, 70, 89, and 90 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al., because there is  
10 an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide  
15 incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 53, 74,  
20 and 94 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of "Kodak Tries to Inspire More Picture Taking in India with Rentals,"

Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

5           While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Kodak for:

                  providing an electronic network through which a camera provider  
10               electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

                  connecting said camera to electronically communicate via said  
                  electronic network to an image processor and transferring  
                  images acquired by said camera to said image processor;  
15               (Claim 1 Lines 24-26)

                  printing reproductions of at least one of the images having  
                  restricted access; (Claim 1 Lines 27-28)

                  an electronic network that allows electronic communication  
                  between said camera provider and said consumer wherein said  
20               consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the

camera provider provides the consumer with at least one of the  
cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
5 electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

and

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
10 cameras to consumers in exchange for a commitment (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a  
camera and is entirely restricted to cellular phones and there is no teaching,  
15 suggestion, or incentive to support the combination of the Zander and Segal et  
al. For example, the classifications of the field of search of Zander and Segal et  
al. are non related (Zander being 396 – Photography and Segal et al. being 455  
– Telecommunications and 379 – Telephonic Communications) and provide an  
indication that one skilled in the art would not have an incentive to combine these  
20 references. While a cellular telephone does provide electronic communication  
over an electronic network, there is no teaching to generating a contract with the

terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 53, 74, and 94 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of

reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

5           Reconsideration of the rejection under 35 USC §103(a) of Claims 54, 75, and 95 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 6,578,072 (Watanabe et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the  
10 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Watanabe et al. does describe "digital photographic services on a network, only selected images are shown only to people that a user wishes to show the images, without cost and time upon or after photographing the images." (Abstract), there is no teaching in the combination of Zander, in view of Segal et  
15 al., and in view of Enomoto et al. as applied to claim 46, and further in view of Watanabe et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

20           connecting said camera to electronically communicate via said electronic network to an image processor and transferring



images acquired by said camera to said image processor;  
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having  
restricted access; (Claim 1 Lines 27-28)

5 an electronic network that allows electronic communication  
between said camera provider and said consumer wherein said  
consumer commits to purchase of at least the first amount of  
image reproductions within the selected amount of time and the  
camera provider provides the consumer with at least one of the  
10 cameras, in response to the consumer entering into the  
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said  
electronic network to receive images acquired by said camera to  
an image processor; (Claim 57 Lines 12-14)

15 and

a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
cameras to consumers in exchange for a commitment (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
20 the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., and Watanabe et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Watanabe et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a

device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Watanabe et al. provides digital  
5 photographic services on a network where only selected images are shown to people that a user wishes to show the images.

The invention as claimed in amended Claims 54, 75, and 95 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al., because there is an  
10 insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide  
15 incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 40 and  
20 41 as being unpatentable over the combination of Zander in view of Segal et al., and further in view of "Kodak Tries to Inspire More Picture Taking in India with

Rentals," Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in  
5 the combination of Zander, in view of Segal et al., and further in view of Kodak for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

10 While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.; (Claim 1 Lines 24-26)

15 and

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching,  
20 suggestion, or incentive to support the combination of the Zander and Segal et

al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., and further in view of Kodak for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”.

The invention as claimed in amended Claims 40 and 41 is believed to be novel and patentable over Zander in view of Segal et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of

Zander in view of Segal et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that  
5 there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the objection to the drawings for the entering of "New Matter" is requested. Figure 13 has been amended to show the structure of the system for providing a camera to a consumer for commitment by the consumer  
10 for purchase of an amount of reproduction of images. The "Contractual Interface" **13** is removed and the advertising provider **60** added. The function of the advertising provider is described in Figure 6. Approval of the amendment of Figure 13 is requested. The "New Matter" is removed and No new matter has been added. The marked up version of Figure 13 is attached in the Appendix.

15 The specification has been amended to remove the references to the "Contractual Interface" **13** that the Examiner considered "New Matter".

Claims 10, 14-18, 27-28, 38-39, 43-45, and 51-56 are cancelled.

The Applicant respectfully submits that the above amendments, arguments and comments traverse what the Examiner regards as knowledge  
20 that would have been generally available to one of ordinary skill in the art at the

time the invention was made. Thusly, the Applicant respectfully requests that a  
timely Notice of Allowance for all claims be issued in this case.

It is requested that should Examiner Rhode not find that the Claims are  
now allowable, that the undersigned be called at (845) 452-5863 to overcome  
5 any problems preventing allowance.

Respectfully Submitted,  
George O. Saile & Associates

  
Billy J. Knowles, Reg. No. 42,752

10

## **Appendix**

### **Annotated Drawing Sheet(s) Showing Changes**



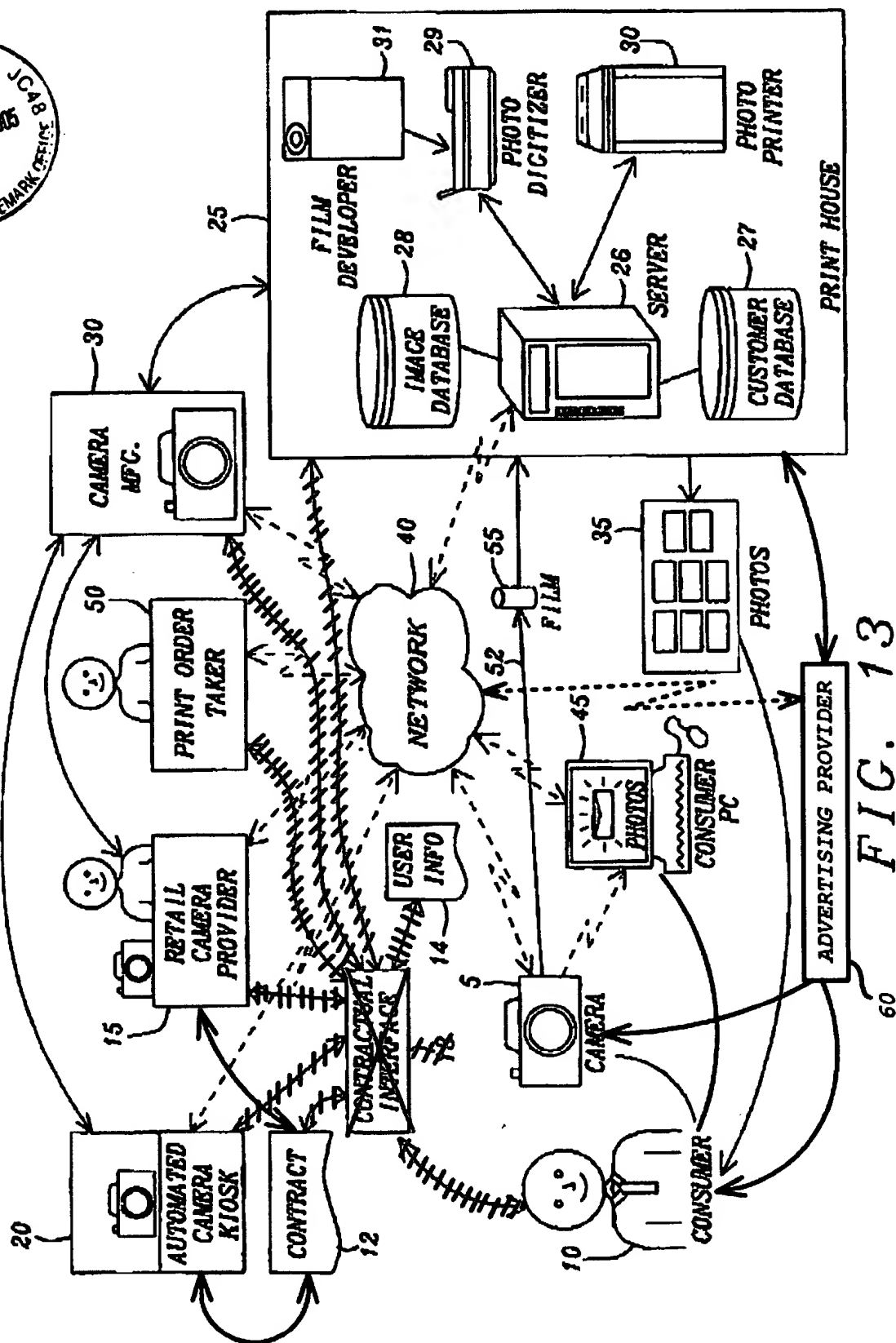
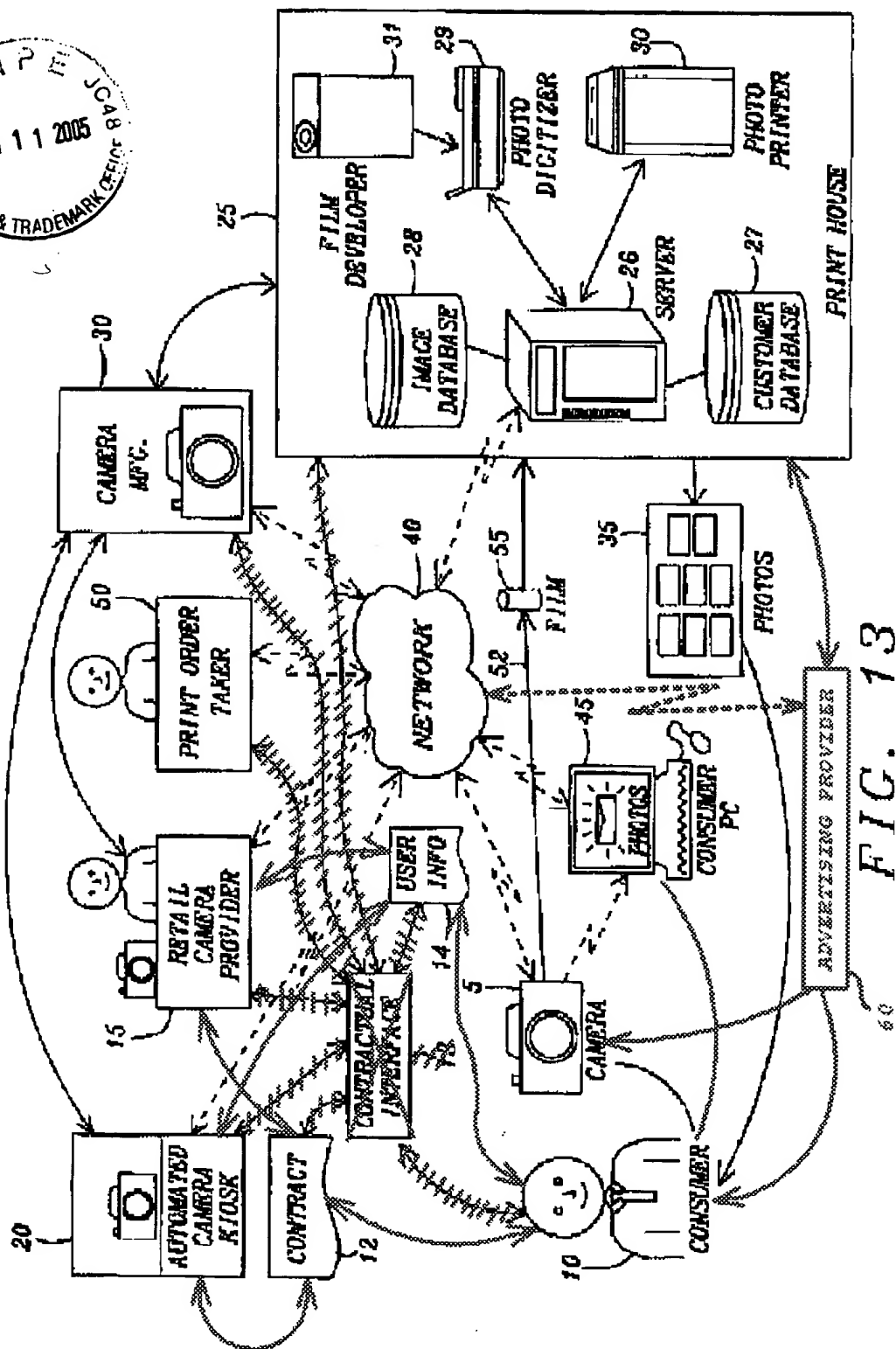


FIG. 13



Appl. No. 09/579,789  
Reply to Office action of September 28, 2004

Amdt. Dated: January 5, 2005  
Attorney Docket Number: DYM00-006CCC

**Drawing Replacement Drawing Sheet(s)**